
HOUSE BILL 1822

State of Washington 65th Legislature 2017 Regular Session

By Representatives Manweller and Pollet

Read first time 01/31/17. Referred to Committee on Judiciary.

1 AN ACT Relating to the provision of receipts and invoices
2 regarding additional charges to a tenant of a mobile home lot; and
3 amending RCW 59.20.060.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 59.20.060 and 2012 c 213 s 1 are each amended to
6 read as follows:

7 (1) Any mobile home space tenancy regardless of the term, shall
8 be based upon a written rental agreement, signed by the parties,
9 which shall contain:

10 (a) The terms for the payment of rent, including time and place,
11 and any additional charges to be paid by the tenant. Additional
12 charges that occur less frequently than monthly shall be itemized in
13 a billing to the tenant. Upon the request of the tenant, the landlord
14 shall also provide written receipts and invoices regarding the
15 additional charges to allow the tenant to verify that the additional
16 charges are utilized for the stated purpose;

17 (b) Reasonable rules for guest parking which shall be clearly
18 stated;

19 (c) The rules and regulations of the park;

20 (d) The name and address of the person who is the landlord, and
21 if such person does not reside in the state there shall also be

1 designated by name and address a person who resides in the county
2 where the mobile home park is located who is authorized to act as
3 agent for the purposes of service of notices and process. If no
4 designation is made of a person to act as agent, then the person to
5 whom rental payments are to be made shall be considered the agent;

6 (e) The name and address of any party who has a secured interest
7 in the mobile home, manufactured home, or park model;

8 (f) A forwarding address of the tenant or the name and address of
9 a person who would likely know the whereabouts of the tenant in the
10 event of an emergency or an abandonment of the mobile home,
11 manufactured home, or park model;

12 (g)(i) A covenant by the landlord that, except for acts or events
13 beyond the control of the landlord, the mobile home park will not be
14 converted to a land use that will prevent the space that is the
15 subject of the lease from continuing to be used for its intended use
16 for a period of three years after the beginning of the term of the
17 rental agreement;

18 (ii) A rental agreement may, in the alternative, contain a
19 statement that: "The park may be sold or otherwise transferred at any
20 time with the result that subsequent owners may close the mobile home
21 park, or that the landlord may close the park at any time after the
22 required notice." The covenant or statement required by this
23 subsection must: (A) Appear in print that is in bold face and is
24 larger than the other text of the rental agreement; (B) be set off by
25 means of a box, blank space, or comparable visual device; and (C) be
26 located directly above the tenant's signature on the rental
27 agreement.

28 (h) The terms and conditions under which any deposit or portion
29 thereof may be withheld by the landlord upon termination of the
30 rental agreement if any moneys are paid to the landlord by the tenant
31 as a deposit or as security for performance of the tenant's
32 obligations in a rental agreement;

33 (i) A listing of the utilities, services, and facilities which
34 will be available to the tenant during the tenancy and the nature of
35 the fees, if any, to be charged;

36 (j) A written description, picture, plan, or map of the
37 boundaries of a mobile home space sufficient to inform the tenant of
38 the exact location of the tenant's space in relation to other
39 tenants' spaces;

1 (k) A written description, picture, plan, or map of the location
2 of the tenant's responsibility for utility hook-ups, consistent with
3 RCW 59.20.130(6);

4 (l) A statement of the current zoning of the land on which the
5 mobile home park is located; and

6 (m) A statement of the expiration date of any conditional use,
7 temporary use, or other land use permit subject to a fixed expiration
8 date that is necessary for the continued use of the land as a mobile
9 home park.

10 (2) Any rental agreement executed between the landlord and tenant
11 shall not contain any provision:

12 (a) Which allows the landlord to charge a fee for guest parking
13 unless a violation of the rules for guest parking occurs: PROVIDED,
14 That a fee may be charged for guest parking which covers an extended
15 period of time as defined in the rental agreement;

16 (b) Which authorizes the towing or impounding of a vehicle except
17 upon notice to the owner thereof or the tenant whose guest is the
18 owner of the vehicle;

19 (c) Which allows the landlord to alter the due date for rent
20 payment or increase the rent: (i) During the term of the rental
21 agreement if the term is less than one year, or (ii) more frequently
22 than annually if the term is for one year or more: PROVIDED, That a
23 rental agreement may include an escalation clause for a pro rata
24 share of any increase in the mobile home park's real property taxes
25 or utility assessments or charges, over the base taxes or utility
26 assessments or charges of the year in which the rental agreement took
27 effect, if the clause also provides for a pro rata reduction in rent
28 or other charges in the event of a reduction in real property taxes
29 or utility assessments or charges, below the base year: PROVIDED
30 FURTHER, That a rental agreement for a term exceeding one year may
31 provide for annual increases in rent in specified amounts or by a
32 formula specified in such agreement;

33 (d) By which the tenant agrees to waive or forego rights or
34 remedies under this chapter;

35 (e) Allowing the landlord to charge an "entrance fee" or an "exit
36 fee." However, an entrance fee may be charged as part of a continuing
37 care contract as defined in RCW 70.38.025;

38 (f) Which allows the landlord to charge a fee for guests:
39 PROVIDED, That a landlord may establish rules charging for guests who

1 remain on the premises for more than fifteen days in any sixty-day
2 period;

3 (g) By which the tenant agrees to waive or forego homestead
4 rights provided by chapter 6.13 RCW. This subsection shall not
5 prohibit such waiver after a default in rent so long as such waiver
6 is in writing signed by the husband and wife or by an unmarried
7 claimant and in consideration of the landlord's agreement not to
8 terminate the tenancy for a period of time specified in the waiver if
9 the landlord would be otherwise entitled to terminate the tenancy
10 under this chapter; or

11 (h) By which, at the time the rental agreement is entered into,
12 the landlord and tenant agree to the selection of a particular
13 arbitrator.

14 (3) Any provision prohibited under this section that is included
15 in a rental agreement is unenforceable.

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